

Staff Summary Report



Council Meeting Date: 12/12/02

Agenda Item Number: 33

SUBJECT: Authorize for the Transportation Division, through the Procurement Office, to exercise an option on the City of Phoenix Request for Proposal #01-007, to order a vehicle management system (VMS) for City of Tempe owned buses from Orbital Sciences, Inc. The estimated expenditure for the VMS is \$1,375,524.

DOCUMENT NAME: 20021212fslg05 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: N/A

PREPARED BY: Lisa Goodman, Procurement Officer, 480-350-8533

REVIEWED BY: Ron Gauthier, CPPO, Central Services Administrator, 480-350-8405

LEGAL REVIEW BY: Ron Dunham, Assistant City Attorney, 480-350-8814

FISCAL NOTE: Funding sources include the transit program and federal transit grants, which are programmed in the operating and capital budgets. Funds are budgeted in CIP Project Number 6001049, totaling \$1,500,000 with \$1,241,305 (82%) covered by federal grants.

RECOMMENDATION: Authorize the purchase.

ADDITIONAL INFO: Valley Metro is implementing a vehicle maintenance system (VMS)/Intelligent Transportation System (ITS) project for its bus, dial-a-ride, and support vehicle fleets. The VMS contract, which was competitively procured by the City of Phoenix according to federal requirements, allows for the City of Tempe to purchase equipment and software to enhance communication and collect and distribute data and information.

The VMS system includes Global Positioning System (GPS), for automated vehicle tracking, automated passenger counting capability, automated next-stop announcement system, and a new radio system. Passenger information at bus stops is part of a future phase.

APPROVED BY: Lisa Goodman
Procurement Officer

Carlos DeLeon
Assistant Transit Manager

Memorandum

Public Works Department



Date: November 21, 2002

To: Lisa Goodman

From: Carlos de Leon

Subj: Request to Issue Purchase Order to Orbital Sciences Inc. for Vehicle Management System (VMS)

I am requesting a purchase order be issued to Orbital Sciences, Inc. for Vehicle Management System for City of Tempe owned buses. Please see the attached order sheet. Please also find the attached copy of letter of agreement from the City of Phoenix, which allows Tempe to make this purchase off the City of Phoenix contract with Orbital Sciences. Please charge this order to cost center 6001049. Please contact me at X8527 if you have any questions about this request. Thank you.

Copy to: Joe Clements

City of Tempe VMS Purchase			
Item	Qty	Unit Price	Extended Price
On-board Equipment (see attached sheet for more info)			
Fixed Route buses - Smart MDT and annunciator (visual internal display sign with amber LED)	106	\$ 7,074.24	\$ 749,869.52
Fixed Route buses - SmartCount Passenger System	20	\$ 3,261.89	\$ 65,237.70
Radios, 106 Fixed Route Buses and 13 Support Vehicles (6 with MDTs, 7 radios only)	119	\$ 1,755.97	\$ 208,960.07
Subtotal			\$ 1,024,067.29
Off-board Equipment (see attached sheet for more info)			
Dispatch Station w/voice recording	2	\$ 26,223.17	\$ 52,446.33
Special Events Station w/OrbCAB-NT no radio	1	\$ 22,521.29	\$ 22,521.29
Wireless LAN and WAN Equipment	1	\$ 6,939.76	\$ 6,939.76
Bus-in-A-Box Training Set	1	\$ 9,763.98	\$ 9,763.98
Spare Parts			\$ 64,283.58
Software (dispatch stations, 2 SmartData licenses and 2 OrbCad-NT licenses)			\$ 7,708.24
Subtotal			\$ 163,663.18
Vehicle Installation (Fixed Route+Support)			\$ 109,000
Maintenance Contract (5 year)			\$ 78,793
Total			\$ 1,375,524

On-board Equipment				
Item	Vehicle Equipment	Orbital Original Quote	Orbital Reduction	Cost Per Unit
SmartMDT w/annunciator				
1	Vehicle Control Heads	\$ 322,593		\$ 2,986.97
2	Hidden Microphones	\$ 0		-
3	Intelligent Vehicle Control Units	\$ 0		-
4	Vehicle Area Network	\$ 19,506		\$ 180.62
5	Other Vehicle Wiring and Connectors	\$ 60,663		\$ 561.70
6	Public Address Interface	\$ 22,424		\$ 207.63
7	GPS Receivers and Antennas	\$ 35,521		\$ 328.90
8	Emergency Alarm Switches	\$ 1,567		\$ 14.51
9	Destination Sign Interface	\$ 12,375		\$ 0
10	Farebox Interface	\$ 10,083		\$ 0
11	Automatic Audio Announcement Equipment	\$ 131,444		\$ 1,217.07
12	Automatic Visual Display Equipment	\$ 115,499		\$ 1,069.43
13	Power Conditioning	\$ 2,116		\$ 19.59
14	Equipment Mounting Hardware	\$ 52,685		\$ 487.82
	Total	\$ 786,476		\$ 7,074
SmartCount Passenger System				
15	Automatic Passenger Counters	\$ 65,238		\$ 3,261.89
Radios				
	Fixed Route Buses and Support Vehicles (106+13)	\$ 216,747.00	\$ 4,275.00	\$ 1,755.97

Item	Off-board equipment		Orbital Reduction	Cost Per Unit
	Orbital Original	Quote		
(a) Dispatch Console w/Radio Processors	\$ 0	\$ 0	\$ -	-
(b) Archive Storage	\$ 0	\$ 0	\$ -	-
(c) Printers	\$ 4,924	\$ 4,924	\$ 1,641.17	1,641.17
(d) Central Dispatch Console CAD/AVL Equipment	\$ 18,306	\$ 18,306	\$ 6,101.93	6,101.93
(e) Central Dispatch Console Communications Equipment	\$ 22,543	\$ 22,543	\$ 11,271.59	11,271.59
(f) Voice Radio Recording/Playback Equipment	\$ 3,702	\$ 3,702	\$ 3,701.88	3,701.88
(g) Audio Announcement and Visual Display Recording and Maintenance Equipment	\$ 0	\$ 0	\$ -	-
(h) Differential GPS Reference Receiver and Time Displays	\$ 0	\$ 0	\$ -	-
(i) Communications Interfaces	\$ 10,520	\$ 10,520	\$ 3,506.60	3,506.60
Total			\$ 26,223.17	26,223.17
(c) Special Events Console			\$ 1,641.17	1,641.17
(d) Printers			\$ 6,101.93	6,101.93
(d) Central Dispatch Console CAD/AVL Equipment			\$ 11,271.59	11,271.59
(e) Central Dispatch Console Communications Equipment			\$ 3,506.60	3,506.60
(i) Communications Interfaces			\$ 22,521.29	22,521.29
Total			\$ 6,940	6,940
Wireless LAN and WAN Equipment			\$ 6,940	6,940
Bus-in-A-Box Training Set			\$ 9,764	9,764
(a) Spare Parts			\$ -	-
(a) Spare Parts and Test Equipment for Facilities Supported by Maintenance Contracts	NSP		\$ -	-
(b) Spare Parts and Test Equipment for Facilities Maintained by Valley Metro	\$ 53,628		\$ -	-
	10 Smart MDTs			
	6 audio amplifiers			
	6 LED signs			
	6 TIBs			
	6 GPS Receivers			
	1 set of spare cables for each vehicle type			
(c) Spare Parts for Mobile and Base Station Radios	\$ 10,656		\$ -	-
	6 spare radios, antennas, and handsets		\$ -	-
Total Spare Parts	\$ 64,284		\$ -	-

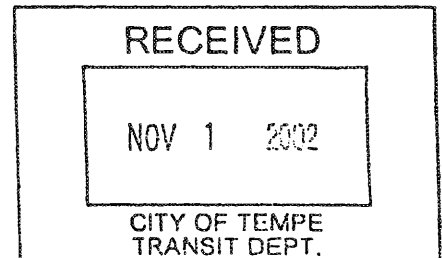
	Orbital Original			Per Unit	Revised
	Quote				
Vehicle Installation (Fixed+Support)	\$ 110,644.79	\$	915.97	\$ 109,000.43	
Maintenance Contract					
Annual computer and peripheral equipment maintenance contract					
Year 1 Maintenance	\$ 3,526	N/A		N/A	
Year 2 Maintenance	\$ 3,738	N/A		N/A	
Year 3 Maintenance	\$ 3,962	N/A		N/A	
Year 4 Maintenance	\$ 4,200	N/A		N/A	
Year 5 Maintenance	\$ 4,452	N/A		N/A	
Annual maintenance contract for other equipment					
Year 1 Maintenance	\$ 10,452	N/A		N/A	
Year 2 Maintenance	\$ 11,079	N/A		N/A	
Year 3 Maintenance	\$ 11,743	N/A		N/A	
Year 4 Maintenance	\$ 12,448	N/A		N/A	
Year 5 Maintenance	\$ 13,195	N/A		N/A	
Total	\$ 78,793	N/A			\$ 78,793

City of Tempe Transit Dept.
P. O. Box 5002
Tempe, AZ 85280
www.tempe.gov



October 28, 2002

Mr. Al Villaverde
Deputy Public Transit Director
City of Phoenix.
302 N. 1st Ave. Suite 700
Phoenix, AZ 85003



RE: LETTER OF INTENT/AGREEMENT TO ALLOW THE CITY OF TEMPE TO UTILIZE THE ASSIGNABILITY CLAUSE IN THE CITY OF PHOENIX RFP 01-007 FOR PURCHASE OF A VEHICLE MANAGEMENT SYSTEM

Dear Mr. Villaverde:

This letter is to permit the CITY OF TEMPE to utilize the assignability clause from Request for Proposals 01-007 for the purchase of a vehicle management system.

The City of Phoenix prepared a competitive RFP 01-007 for the purchase of a vehicle management system in accordance with Federal Transit Administration (FTA) regulations.

The City of Phoenix agrees to mutually cooperate and assist the CITY OF TEMPE in the procurement of a vehicle management system as specified in RFP 01-007 as follows:

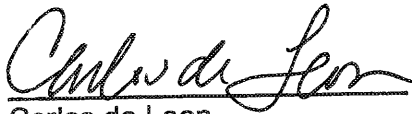
1. CITY OF TEMPE has received a full and complete copy of the RFP package and the proposal as submitted by Orbital Sciences Corp., Inc..
2. It is understood that CITY OF PHOENIX and CITY OF TEMPE are independently contracting with Orbital, the successful bidder to Request for Proposals no. 01-007 and any issue or dispute arising out of the contract awarded to Orbital will be the responsibility of the contracting party. CITY OF TEMPE will abide by all FTA regulations and stipulations regarding contract administration.
3. It is understood between CITY OF PHOENIX and CITY OF TEMPE that each party will be responsible for the inspection and acceptance of their own system in accordance with the contract documents.
4. The system to be purchased by CITY OF TEMPE is shown in attached exhibit "A".

5. This intergovernmental understanding is an agreement of mutual cooperation and assistance to achieve certain economies and efficiencies in the competitive procurement of a vehicle management system. Both parties agree to cooperate with one another to accomplish the understanding set forth herein. In the event either party desires to withdraw or terminate this agreement; they must do so by giving written notice to the other party.

All information and documents that may have been prepared in accordance with this agreement shall be freely exchanged between the parties in the event of termination of this agreement.

6. A formal intergovernmental agreement shall be executed by both agencies at the earliest possible time.

Sincerely,



Carlos de Leon
Transit Manager
CITY OF TEMPE



Lisa Goodman
Procurement Officer
CITY OF TEMPE

Concur:



Al Villaverde,
Deputy Public Transit Director,
CITY OF PHOENIX



Kunjan Dayal,
Contract Specialist,
CITY OF PHOENIX

Enclosed: Exhibit "A"

EXHIBIT A

City of Tempe Estimated VMS Purchase		
Equipment	Est. Qty	Comments/Locations
Fixed Route Buses		
Smart MDT w/Radio	108	ATC-Tempe (100), NABI Compobuses on order (8)
SmartStop Annunciator System	108	ATC-Tempe (100), NABI Compobuses on order (8)
SmartCount Passenger System	20	ATC-Tempe (20)
Support Vehicles		
Smart MDT w/Radio	6	ATC-Tempe Vehicles (5), City of Tempe (1)
Radio only	7	ATC-Tempe Relief Vehicles (7)
Off-Board Equipment		
Dispatch Station w/OrbCAD-NT and voice recording	2	ATC-Tempe
Special Event Station w/OrbCAD-NT	1	City of Tempe Transit
Wireless LAN	1	ATC-Tempe
SmartData Software Licenses	2	ATC-Tempe (1) and City of Tempe (1)
Bus-In-A-Box Training Set	1	ATC-Tempe
OrbCAD-NT Information User Licenses	2	ATC-Tempe (1) and City of Tempe (1)
Additional Items		
Amber Visual Internal Display Sign	108	ATC-Tempe (100), NABI Compobuses on order (8)
GFI Farebox Interface	88	ATC-Tempe
Destination Sign Interface	108	ATC-Tempe
Interface w/UPA APC System	20	ATC-Tempe
Spare MDTs	10	ATC-Tempe

104104 . .

This Agreement is made and entered into on the 10th day of September 2002, as an amendment and supplement to the agreement between ORBITAL SCIENCES CORPORATION, a Maryland Corporation, hereinafter referred to as CONTRACTOR, and the CITY OF PHOENIX, an Arizona Municipal Corporation, hereinafter referred to as CITY consisting of the documents items and/or services as referenced below in Section 3. ITEMS/SERVICES.

WITNESSETH:

WHEREAS, CITY has implemented a vehicle management system project operating throughout the greater Phoenix area; and,

WHEREAS, public transit plays an important role in transporting large numbers of people to and from work places, social service organizations, public events and activity centers in an energy conscious manner; and,

WHEREAS, public transit systems provide special help, aid, assistance, and benefit to the general public, students, school children, and to people who are disadvantaged, aged, blind, and disabled; and,

WHEREAS, CITY desires that public transportation be available to the citizens, residents and visitors of Phoenix; and,

WHEREAS, Chapter 2, Section 2, Subsections (c), (i) and (l), Charter of the City of Phoenix, 1969, authorize CITY to establish, maintain, equip, own, and operate transportation services of any kind and to install, maintain, and operate all systems, proper or convenient, or which may be conducive to the welfare, safety, and health or convenience of the City of Phoenix and to the inhabitants thereof; and,

WHEREAS, CITY has issued its solicitation document, No. RFP 01-007 for Vehicle Management System (hereinafter referred to as the "RFP"); and,

WHEREAS, CONTRACTOR is experienced and is knowledgeable in implementing such computer-aided dispatching/automatic vehicle location systems and desires to implement the VMS system; and,

WHEREAS, CONTRACTOR desires to furnish the required technical expertise; and,

WHEREAS, the proposal of Vehicle Management System was accepted by the Council of the City of Phoenix; and,

WHEREAS, the City Manager of the City of Phoenix is authorized and empowered by provisions of the City Charter to execute contracts; and,

YMP



WHEREAS, the proposal of Orbital Sciences Corporation, and the subsequent Best and Final Offer were accepted by the Council of the City of Phoenix; and,

WHEREAS, CITY has issued purchase order number 4500037835 to CONTRACTOR for a Vehicle Management System; and,

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto do hereby make this Agreement:

SECTION 1. TERM. The term of this Agreement shall be for five (5) years for supply and installation and ten (10) years for maintenance and software escrow commencing on April 26, 2002 and continuing through April 25, 2007. The term of this contract can be mutually extended for the purposes of extended maintenance and software escrow periods

SECTION 2. COMPENSATION. CITY will compensate CONTRACTOR in accordance with: (1) the RFP 01-007 and the addenda, specifications, terms and conditions contained therein and CONTRACTOR's response thereto, (2) Purchase order 4500037875 and any subsequent change orders thereto, (3) Negotiated Terms and Conditions, (4) Final Pricing (5) Negotiated Table of Conformance (6) CONTRACTOR's proposal; and, (7) the Best and Final Offer. All of the foregoing are incorporated herein by this reference as though fully set forth.

SECTION 3. ITEMS/SERVICES. CONTRACTOR shall provide CITY with the items and/or services as referenced in accordance with: (1) the RFP 01-007 and the addenda, specifications, terms and conditions contained therein and CONTRACTOR's response thereto, (2) Purchase order 4500037875 and any subsequent change orders thereto, (3) Negotiated Terms and Conditions, (4) Final Pricing (5) Negotiated Table of Conformance (6) CONTRACTOR's proposal; and, (7) the Best and Final Offer.

SECTION 4. ASSIGNABILITY. This Agreement shall not be assigned without the prior written consent of CITY.

SECTION 5. FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS. CONTRACTOR and its subcontractors performing activities under this agreement must adhere to the Federal regulations.

SECTION 6. COVENANT AND WARRANTY AGAINST INFRINGEMENT; INDEMNITY. CONTRACTOR specifically warrants and covenants that none of the material, concepts, ideas, or other products provided under this Agreement shall in any way violate any copyright, license, trade secret, or other property right of any other person. At its own expense, CONTRACTOR shall indemnify, defend, save and hold harmless CITY and its officers, agents, and employees from and against any and all claims, demands, suits, liabilities, damages, settlements, losses, and costs, including attorney's fees, suffered or incurred by CITY as a result of any claim that the material, concepts, ideas, or other products provided within the scope of this Agreement infringe any U.S. copyright, license, trade secret or other property right, provided that CONTRACTOR is notified promptly in writing of such claim. If as a result of any claim of infringement against any copyright, license, trade secret, or other property right,

CONTRACTOR or CITY is enjoined from using the products provided under this Agreement, or if CONTRACTOR believes that the products are likely to become the subject of a claim of infringement, CONTRACTOR may, at CONTRACTOR'S option and sole expense, (1) procure the right for CITY to continue to use the products; or (2) to the satisfaction of CITY, replace or modify the products so as to make them non-infringing and capable of performing the function for which the product was provided.

Subject to the prior approval of the City Attorney, CONTRACTOR shall have control of the defense of the claim, including the right to select its counsel, and the CITY shall provide all reasonable assistance requested by the CONTRACTOR.

CONTRACTOR shall have no liability to the CITY for any infringement, or alleged infringement, of any patent or copyright caused by use of equipment/software provided in this Agreement in combination with any equipment/software not furnished by CONTRACTOR where infringement would not have occurred except for such combination. CONTRACTOR's indemnification of the CITY under this Section will be the full extent of CONTRACTOR's indemnification for patent and copyright infringement for products provided under this agreement.

SECTION 7. INCORPORATION BY REFERENCE; ORDER OF PRECEDENCE; AND, RULES OF INTERPRETATION.

A. Incorporation by Reference. In addition to the terms and conditions set forth in this Agreement, the following documents are, by this reference, incorporated herein as though fully set forth:

1. The Memorandum of Understanding;
2. Federal conditions;
3. The Negotiated Terms and Conditions; dated 4/5/02
4. City Conditions;
5. The Negotiated Table of Conformance; dated 4/5/02
6. The Specifications, as amended, and as resolved by the final Table of Conformance, which establishes the minimum requirements for the work;
7. CONTRACTOR's Proposal and BAFO dated November 30, 2001, which, when not in conflict with the above Purchase Documents, establishes a superior set of requirements for the Work;
8. The Phoenix Valley Metro Vehicle Management System Project Plan Framework; and,
9. The Purchase Order.

Yup

Each of these documents is attached only to the original of this Agreement on file with the Phoenix City Clerk. Provided, however, that a copy of each document has been provided to CONTRACTOR and additional copies are available from the City of Phoenix Public Transit Department.

B. Order of Precedence. Should there be an conflict or inconsistency between this Agreement and the documents that paragraph A, above, incorporates by reference, or among any of them, the following order of precedence shall be used to resolve such conflict. The primary document is this Agreement and, as such, it shall be given first priority; thereafter, the remaining documents shall be prioritized in the order set forth in paragraph A, above, starting with the Memorandum of understanding.

C. Rules of Interpretation. Unless otherwise specifically provided to the contrary, in resolving any conflict or inconsistency among the foregoing documents, the most recent in time shall prevail over older documents or provisions covering the same issue.

The CONTRACTOR shall design, manufacture, supply, deliver, and remedy defects for the Work described in the Contract Documents.

Each party shall carry out and fulfill all other obligations imposed on that party by the Contract Documents.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above mentioned.

City of Phoenix, a municipal corporation
FRANK A. FAIRBANKS
City Manager

By: _____

Robert G. Bisho
Robert G. Bisho
Deputy Finance Director

ATTEST:

DEPUTY

Suzanne M. [Signature]
City Clerk

APPROVED AS TO FORM:

"This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form of document is altered."

[Signature]
Acting City Attorney

MBL

Orbital Sciences Corporation

By: _____

Lorie M. Parrott
Lorie M. Parrott

9/12/02

Its: _____

Director, Contracts
(Title)

WITNESS:

By: _____

Mary P. Gaudy
Its: Notary Public - State of Maryland
My commission expires November 1, 2004

CITY OF PHOENIX, ARIZONA
PURCHASING, INVENTORY & RISK MGT. DIVISION
FINANCE DEPARTMENT

Date: 9/17/02

TO: Kunjan

<input type="checkbox"/> Deputy Finance Director	<input type="checkbox"/> City Clerk
<input type="checkbox"/> MRO Section	<input type="checkbox"/> City Manager
<input type="checkbox"/> Contract Services	<input type="checkbox"/> Civic Plaza
<input type="checkbox"/> Support Services	<input type="checkbox"/> Engineering
<input type="checkbox"/> Ops Analyst	<input type="checkbox"/> EO
<input type="checkbox"/> Central Stores	<input type="checkbox"/> Fire
<input type="checkbox"/> Surplus Property	<input type="checkbox"/> Human Services
<input type="checkbox"/> Petroleum Stores	<input type="checkbox"/> Budget & Research
<input type="checkbox"/> Quality Assurance	<input type="checkbox"/> MIS
<input type="checkbox"/> Auto Stores Buyers	<input type="checkbox"/> ITMD
<input type="checkbox"/> Aviation Buyers	<input type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Fleet & Industrial/Equip. Buyer	<input type="checkbox"/> Personnel
<input type="checkbox"/> Finance Director	<input type="checkbox"/> Police
<input type="checkbox"/> Assistant Finance Director	<input type="checkbox"/> Print Shop
<input type="checkbox"/> Finance Administration	<input type="checkbox"/> Public Information
<input type="checkbox"/> Accounts	<input type="checkbox"/> Public Transit
<input type="checkbox"/> Equipment Mgt.	<input type="checkbox"/> Public Works
<input type="checkbox"/> Aviation	<input type="checkbox"/> Risk Management
<input type="checkbox"/> Inventory Management	<input type="checkbox"/> Streets Transportation
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Water Services Buyers
<input type="checkbox"/> City Auditor	<input type="checkbox"/> Water Services

Other: _____

Attention: _____

☐ For your approval
☐ For your comments
☐ Prepared per your request
☐ Investigate and reply by _____
☐ For your information
☐ Appropriate action
☐ See me about this
☐ For meeting of _____

Other: _____

Comments: _____

Kunjan, here is the
signed ORBITAL Contract
Thanks for your help in
resolving all the issues

From: Bob Bicho

Title: _____

Ext.: 2-7790



ORBPHOENIX-007

October 8, 2002

City of Phoenix
251 West Washington Street
Phoenix, Arizona 85003-7799

Attention: Mr. Alton Jones
Purchasing

Subject: City of Phoenix Purchase Order 4500037835 Vehicle Management System;
Exercise of City of Tempe, Option 2 and RPTA, Option 4

Reference: 1. RPTA letter dated June 28, 2002
2. City of Phoenix Agreement dated September 10, 2002

Dear Mr. Jones:

Orbital Sciences Corporation through its Transportation Management Systems Division (Orbital TMS) requests contractual authorization to proceed with the subject options for the RPTA and City of Tempe under Purchase Order 4500037835. This authorization is required no later than October 29, 2002 in order to allow Orbital TMS to proceed with program planning as scheduled and procurement of equipment for RPTA and Tempe. Should the City of Phoenix delay authorization of these options past the October 29, 2002 date, a schedule impact will be passed along to the City of Phoenix.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lorie M. Parrott".

Lorie M. Parrott
Director, Contracts
Orbital TMS
443.259.7310 (phone)
443.259.7001 (fax)
parrott.lorie@orbital.com (email)

cc: S. Brown
K. Dayal
B. Franklin
C. Shillieto

Goodman, Lisa

From: Dunham, Ron
Sent: Monday, October 28, 2002 12:46 PM
To: Deleon, Carlos
Cc: Goodman, Lisa; Pontrelli, Marlene
Subject: RE: Legal review

Carlos,

I have reviewed the documents attached to your e-mail message below. Since I have no previous background on this issue I am somewhat limited in my ability to respond. For example, I have not reviewed Orbital Sciences Corporation's response to RFP 01-007 of the City of Phoenix, any change orders, the negotiated terms and conditions, the final pricing, the best and final offer or any of the other underlying documents. I defer to your judgment and analysis on those items and presume you are satisfied that the terms, conditions and prices are acceptable to the City. I do understand Marlene and an attorney with Phoenix are working on an IGA. With those caveats, the October 16, 2002 letter of intent/agreement appears to be in proper legal form and is within the authority of the City of Tempe to sign based upon the assignment paragraph 1.1.23 of RFP 01-007 to which you have referred. Let me know if you have any questions. I will return the CD-ROM you supplied. Thanks,

Ron

-----Original Message-----

From: Deleon, Carlos
Sent: Friday, October 25, 2002 1:10 PM
To: Dunham, Ron
Cc: Goodman, Lisa
Subject: Legal review

Hi Ron:

Are you still assigned to cover Public Works? If so, I would be grateful if you could review some procurement documents. We would like to purchase a Vehicle Management System (automatic bus tracking system and other technology) for our bus fleet. The City of Phoenix went through a competitive procurement process for a vehicle management system and awarded a contract with Orbital Systems. Attached is an assignment letter that would allow us, as a member of Valley Metro, to purchase off the City of Phoenix contract. Could you review the letter? Also attached is a copy of the City of Phoenix/Orbital contract and a copy of the City of Phoenix, RFP 01-007, Vehicle Management System. The assignment paragraph is 1.1.23, which is on page I-8 of the document, page 20 of the pdf file. The City of Tempe is also listed as an option in the RFP. I'm need the okay from you via email before we can proceed. This, of course, is needed as soon as possible. Your quick response would be greatly appreciated. Thanks for your help.

<< File: VMS Assignment letter.doc >> << File: NETSCAN.PDF >> << File: VMS_RFP_01-007_R4.pdf >>

Goodman, Lisa

From: Dunham, Ron
Sent: Friday, October 25, 2002 2:16 PM
To: Goodman, Lisa
Subject: RE: Legal review

Lisa,

You are correct but Marlene has been working on an IGA with Phoenix on this so I was not sure of the status of that IGA, which does need Council approval. Marlene and I just spoke with Carlos, so we now have a better understanding of this request. Since we could not open the pdf files Carlos will get the documents to Marlene and me by Monday for us to review. Thanks,

Ron

-----Original Message-----

From: Goodman, Lisa
Sent: Friday, October 25, 2002 1:47 PM
To: Dunham, Ron; Deleon, Carlos
Cc: Gauthier, Ron
Subject: RE: Legal review

Ron:

Correct me if I'm mistaken, but it's my understanding that the Mayor and Council do not need to approve co-op purchases using other City contracts.

Thank you,

Lisa

-----Original Message-----

From: Dunham, Ron
Sent: Friday, October 25, 2002 1:44 PM
To: Deleon, Carlos
Cc: Goodman, Lisa
Subject: RE: Legal review

Carlos,

Yes, I am still assigned to Transit. I am unable to open either of the PDF files. Could you please resend those? How much money will the City be spending on this RFP, and if it is over \$30,000, has the Mayor and Council already approved our buying off the City of Phoenix RFP. Thanks,

Ron

-----Original Message-----

From: Deleon, Carlos
Sent: Friday, October 25, 2002 1:10 PM
To: Dunham, Ron
Cc: Goodman, Lisa
Subject: Legal review

Hi Ron:

Are you still assigned to cover Public Works? If so, I would be grateful if you could review some procurement documents. We would like to purchase a Vehicle

Management System (automatic bus tracking system and other technology) for our bus fleet. The City of Phoenix went through a competitive procurement process for a vehicle management system and awarded a contract with Orbital Systems. Attached is an assignment letter that would allow us, as a member of Valley Metro, to purchase off the City of Phoenix contract. Could you review the letter? Also attached is a copy of the City of Phoenix/Orbital contract and a copy of the City of Phoenix, RFP 01-007, Vehicle Management System. The assignment paragraph is 1.1.23, which is on page I-8 of the document, page 20 of the pdf file. The City of Tempe is also listed as an option in the RFP. I'm need the okay from you via email before we can proceed. This, of course, is needed as soon as possible. Your quick response would be greatly appreciated. Thanks for your help.

<< File: VMS Assignment letter.doc >> << File: NETSCAN.PDF >> << File: VMS_RFP_01-007_R4.pdf >>